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9
10 UNITED STATES BANKRUPTCY COURT
11 FOR THE DISTRICT OF NEVADA
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14 IN RE: Case No. 13-50844-btb
15 THE HOLDER GROUP SHARKEY'S, LLC, (Chapter 11)
16 **DEBTOR'S FIRST AMENDED PLAN OF**
17 **REORGANIZATION**

18 Debtor.

19 Hearing Date: November 19, 2013
20 Hearing Time: 3:00 p.m.
21 Est. Time: 2 hrs
22 Set By: Calendar Clerk
23

24 **THE HOLDER GROUP SHARKEY'S, LLC, a Nevada limited liability company,**
25 Debtor and Debtor-in-Possession ("Debtor") in the above-captioned Chapter 11 reorganization
26 case, pursuant to 11 U.S.C. § 1121(a), hereby proposes the following **DEBTOR'S FIRST**
27 **AMENDED PLAN OF REORGANIZATION**, by and through its attorney STEPHEN R.
28 HARRIS, ESQ., of HARRIS LAW PRACTICE LLC, and requests confirmation thereof
pursuant to the provisions of 11 U.S.C. § 1129(a) and (b).

ARTICLE I.

INTRODUCTION

This DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION is proposed by
THE HOLDER GROUP SHARKEY'S, LLC, Debtor and Debtor-in-Possession herein, for the
resolution of the Debtor's outstanding creditor obligations. DEBTOR'S FIRST AMENDED

1 PLAN OF REORGANIZATION (the "PLAN") is offered pursuant to Chapter 11 of Title 11 of
2 the United States Code, and should be read in conjunction with DEBTOR'S FIRST AMENDED
3 DISCLOSURE STATEMENT as amended by the FIRST AMENDMENT TO DEBTOR'S
4 FIRST AMENDED DISCLOSURE STATEMENT ("DISCLOSURE STATEMENT")
5 concerning this Debtor that will be approved by the United States Bankruptcy Court.

6 Along with this proposed Plan, creditors will receive a Disclosure Statement which has
7 been approved by the United States Bankruptcy Court. The Court has determined that the
8 Disclosure Statement is adequate to enable creditors to make an informed judgment on whether
9 to accept or reject the Plan. The Disclosure Statement fully sets forth the Debtor's background
10 information, an analysis of the Debtor's financial position and a summary of this Plan. The
11 Debtor has not authorized any statement or representation, such as the value of its property or
12 the amount of its creditors' claims, that is not contained in the Court approved Disclosure
13 Statement.

14 Information as to the procedures relating to approval, confirmation and consummation of
15 the Plan may be obtained from STEPHEN R. HARRIS, ESQ. of the law firm HARRIS LAW
16 PRACTICE LLC, attorneys for the Debtor, upon written request.

17 THE PROVISIONS OF THE CONFIRMED PLAN WILL LEGALLY BIND THE
18 DEBTOR AND ITS CREDITORS, REGARDLESS OF WHETHER THEY HAVE FILED
19 CLAIMS OR HAVE ACCEPTED THE PLAN. Creditors should thoroughly review both the
20 Plan and the Disclosure Statement before determining whether to accept or reject the proposed
21 Plan.

22 ARTICLE II.
23 DEFINITIONS

24 SCOPE OF DEFINITIONS.

25 For the purposes of this PLAN, all capitalized terms and otherwise defined terms shall
26 have the meanings assigned to them in this Article II. Whenever the context requires, such
27 terms shall include the plural number as well as the singular and the female and/or masculine
28 gender as well as the neuter.

1 1. "ADMINISTRATIVE CLAIM." This term shall refer to and mean every claim
 2 that is entitled to allowance under Section 503(b) of the Bankruptcy Code or otherwise entitled
 3 to priority pursuant to Section 507(a)(1) of the Bankruptcy Code, arising prior to the Effective
 4 Date, including, without limitation: (a) any actual, necessary expense preserving the Estate,
 5 including, without limitation, expenses necessary or appropriate to carry out, facilitate, or
 6 effectuate this Plan; (b) any amount required to be paid under Section 365(b) of the Bankruptcy
 7 Code in connection with the curing of defaults under executory contracts or unexpired leases;
 8 and (c) all allowances, including professional fees and costs, approved by the Bankruptcy Court
 9 for the Receiver and his professionals, and the Debtor's professionals and members of and
 10 professionals employed by the Unsecured Creditors' Committee, if any.

11 2. "ALLOWED ADMINISTRATIVE CLAIM" shall mean an Administrative
 12 Claim: (a) as to which no objection has been filed or, if an objection has been filed, such
 13 objection has been resolved by the allowance of such Administrative Claim by a Final Order;
 14 (b) which requires payment in the ordinary course of the business of the Debtor and as to which
 15 there is no order of the Bankruptcy Court in effect which prohibits any such payment; or (c)
 16 which requires payment pursuant to a Final Order.

17 3. "ALLOWED CLAIM" or "ALLOWED INTEREST" shall mean claims against
 18 or interest in the Debtor to the extent that--

19 (a) Proof of claim or interest was--

20 (I) timely filed;

21 (ii) deemed filed, if such claim or interest appears in the schedules filed herein,
 22 unless such claim or interest is scheduled as disputed, contingent, or
 23 unliquidated; or

24 (iii) late filed--

25 (I) with leave of the Bankruptcy Court; or

26 (II) without objection by the Debtor-in-Possession within a time fixed by the
 27 Bankruptcy Court; and

28 (b) (I) the Debtor-in-Possession does not file an objection within a time fixed by
 the Bankruptcy Court; or

(ii) the claim or interest is allowed by a Final Order; or

(iii) the claim or interest is allowed under this PLAN.

4. "ALLOWED PRIORITY CLAIM" shall mean a Priority Claim which is an Allowed Claim.

5. "ALLOWED SECURED CLAIM" shall mean an Allowed Claim secured by a lien, security interest or other charge against or interest in property in which the Debtor has an interest, or which is subject to setoff under Section 553 of the Code, to the extent of the value (determined in accordance with Section 506(a) of the Code) of the interest of the holder of such Allowed Claim in the Debtor's interest in such property or to the extent of the amount subject to such set-off, as the case may be.

6. "ALLOWED SUBORDINATED CLAIM" shall mean an Allowed Claim arising from any Indebtedness evidenced by or related to the claim of a Subordinated Creditor.

7. "DEFINITION OF THE BALLOT" shall mean the Ballot(s) for accepting or rejecting this Plan in a form(s) approved by the Bankruptcy Court.

8. "BANKRUPTCY CODE" as used herein refers to Title I of Public Law No. 95-598, as codified in Title 11 of the United States Code, and all amendments thereto.

9. "BANKRUPTCY COURT" (or "COURT") shall mean the United States Bankruptcy Court, for the District of Nevada (Reno, Nevada), in which the Debtor's Chapter 11 case is pending, such other court as has jurisdiction in its Chapter 11 case, and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom.

10. "BANKRUPTCY RULES" shall mean the Federal Rules of Bankruptcy Procedure, promulgated under 28 U.S.C. § 2075, including any amendments thereto, which are in effect before and as of the Confirmation Date, and thereafter during the Reorganization Case, to the extent that they are consistent with vested rights under this Plan and the Confirmation Order.

11. "BUSINESS DAY" shall mean any day except Saturday, Sunday, or a day on which commercial banks in Washoe County, Nevada, are authorized or required by law to close.

12. "CLAIM" shall mean: (a) any right to payment from the Debtor or its Estate, including an Administrative Claim, whether or not such right is reduced to judgment, or is

1 liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,
 2 equitable, secured or unsecured; and (b) any right to an equitable remedy for breach of
 3 performance of such breach gives rise to a right to payment from the Debtor or its Estate,
 4 including an Administrative Claim, whether or not such right to an equitable remedy is reduced
 5 to judgment, or is fixed, contingent, matured, unmatured, disputed, secured or unsecured.

6 13. "CLAIMANT" shall mean the holder of an Allowed Claim or an Allowed
 7 Administrative Claim.

8 14. "CLASS" shall mean any class into which Allowed Claims or Allowed Interests
 9 are classified pursuant to Article IV.

10 15. "COMMENCEMENT DATE" (or "PETITION DATE") shall mean the date the
 11 Debtor filed its Petition for Relief [April 30, 2013], which date shall be utilized to determine the
 12 cessation of interest on certain claims and the date of commencement of the rights of certain
 13 creditors to make claim for administrative expenses and allowances, among other rights that are
 14 determined by relation to said date.

15 16. "CONFIRMATION" shall mean the entry of the Confirmation Order by the
 16 United States Bankruptcy Court.

17 17. "CONFIRMATION DATE" shall mean the date on which the Confirmation
 18 Order is entered on the Bankruptcy Court's docket.

19 18. "CONFIRMATION ORDER" shall mean the Order of the Bankruptcy Court
 20 confirming this Plan pursuant to Section 1129 of the Bankruptcy Code and approving the
 21 transactions contemplated herein, which shall be in form and substance acceptable to the
 22 proponents.

23 19. "CREDITOR" shall mean any entity that has a claim against the Debtor, which
 24 claim arose to or before the order for relief concerning the Debtor, including any claim that may
 25 arise under 11 U.S.C. Sections 502(f), 502(g), 502(h) and 502(I).

26 20. "DEBTOR" shall mean THE HOLDER GROUP SHARKEY'S, LLC, a Nevada
 27 limited liability company, Debtor and Debtor-in-Possession herein.

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1 21. "DEBTOR'S ASSETS" shall mean all assets and property of every kind, nature
2 and description of which the Debtor or its Estates have any right, title or interest, including but
3 not limited to: real property, personal property, including but not limited to bank deposits,
4 instruments, credit of instruments, certificates of deposit and drafts; all executory contracts
5 which are not and have not been rejected; all choses in action; and all claims, demands, causes
6 of action, damages and obligations of any nature whatsoever, known or unknown in law or in
7 equity, including, without limitation, claims or causes of action arising under the Bankruptcy
8 Code (including, without limitation, Sections 362, 510, 544, 545, 547, 548, 549, 550 and 553 of
9 the Bankruptcy Code), or under any Nevada statute or regulation.

10 22. "DEBTOR'S PROFESSIONALS" shall mean STEPHEN R. HARRIS, ESQ., of
11 the law firm of HARRIS LAW PRACTICE LLC, as Debtor's general bankruptcy counsel; and
12 all other professionals retained by the Debtor with approval of the Bankruptcy Court, in
13 accordance with Section 327 of the Bankruptcy Code.

14 23. "DISCLOSURE STATEMENT" means the written DEBTOR'S FIRST
15 AMENDED DISCLOSURE STATEMENT, as amended by the FIRST AMENDMENT TO
16 DEBTOR'S FIRST AMENDED DISCLOSURE STATEMENT with respect to this Plan which
17 is approved by the Bankruptcy Court under Section 1125 of the Bankruptcy Code.

18 24. "DISPUTED CLAIM" shall mean every claim that is not an Allowed Claim or
19 an Allowed Administrative Claim or to which the Debtor or the Unsecured Creditors'
20 Committee or Receiver files an objection before the deadline for objection set forth in this Plan
21 or an operative order of the Bankruptcy Court.

22 25. "EFFECTIVE DATE of the PLAN" shall mean the first Business Day which is at
23 least thirty (30) calendar days after all of the following have occurred (so long as they remain in
24 effect): (a) this Plan has been confirmed pursuant to the Confirmation Order and the
25 Confirmation Order remains in full force and effect without material modification thereof; (b)
26 there is not in effect any stay, injunction or restraining order or any other order of any kind
27 which has been issued by a Court of competent jurisdiction or other governmental entity
28 staying, restricting or prohibiting the effectuation of this Plan; and (c) there is not in effect any

1 statute, rule, regulation or order enacted, promulgated or entered which is applicable to the
2 effectuation of this Plan of which results in the consequences referred to in subsection (b)
3 immediately above.

4 26. "EQUITY HOLDINGS" shall mean the Debtor's equity members' interests
5 retained in the PLAN, after payment of all allowed creditors' claims.

6 27. "ESTATE" shall mean the Estate created in the Reorganization Case pursuant to
7 Section 541 of the Bankruptcy Code.

8 28. "EXPIRATION DATE" shall mean the last date determined by the Bankruptcy
9 Court for the casting of Ballots, which date shall be acceptable to the proponents.

10 29. "FINAL ORDER" shall mean a final order, judgment or other decree of the
11 Bankruptcy Court or other Court of competent jurisdiction which has not been vacated,
12 reversed, saved, modified or amended (a) as to which (i) the time to appeal or seek review or
13 rehearing has expired and as to which no appeal, petition for certiorari, request for review or
14 rehearing is pending, or (ii) if appeal, review, rehearing or certiorari of the order has been
15 sought, the order has been affirmed or the request for review, rehearing or certiorari has been
16 denied, the time to seek a further appeal, review, rehearing or certiorari has expired, and (b) as a
17 result of which such orders shall become final and not appealable in accordance with applicable
18 law.

19 30. "LIEN" shall mean a charge or encumbrance against or interest in property of the
20 Debtor or the Estate to secure the payment of a debt or performance of an obligation, and
21 includes any right of setoff under Section 553 of the Bankruptcy Code.

22 31. "PERSON" includes individual, partnership, corporation, association, joint
23 stock company, joint venture, estate, trust, unincorporated organization, any governmental
24 unit or political subdivision thereof, or other entity, and all of the respective heirs, personal
25 representatives, successors and assigns.

26 32. "PETITION DATE" shall mean April 30, 2013, the date on which a Petition for
27 Relief under Chapter 11 of the Bankruptcy Code was filed by the Debtor commencing a
28 reorganization case.

1 33. "PLAN" means the DEBTOR'S FIRST AMENDED PLAN OF
2 REORGANIZATION, in the form filed by the proponent and any amendments or modifications
3 thereof or supplements thereto filed by the proponent and permitted by Article X hereof or the
4 Bankruptcy Court .

5 34. "PRIORITY CLAIM" shall mean a claim entitled to priority under Section
6 507(a)(2)-(8) of the Bankruptcy Code.

7 35. "PROPONENT" shall mean the Debtor acting as the proponent of this Plan.

8 36. "PRO RATA SHARE" shall mean the proportion that an Allowed Claim in a
9 particular class bears to the aggregate amount of all Allowed Claims in such class.

10 37. "PURCHASER" shall mean the transferee of a voluntary transfer.

11 38. "RECORD DATE" shall mean, for purposes of voting, the date of entry by the
12 Bankruptcy Court of the Order Approving the Disclosure Statement and, for purposes of
13 distribution, the Confirmation Date.

14 39. "REORGANIZATION CASE" shall mean the Debtor's case under Chapter 11
15 of the Bankruptcy Code, which is currently pending before the Bankruptcy Court as Case No.
16 13-50844-btb.

17 40. "REORGANIZED DEBTOR" shall mean THE HOLDER GROUP
18 SHARKEY'S, LLC, a Nevada limited liability company, Debtor and Debtor-in-Possession, on
19 and after the Effective Date of the PLAN.

20 41. "SECURED CLAIM" shall mean the claims of note holders and, for purposes of
21 this Plan, any other claim secured by a lien which is valid, perfected, enforceable and not
22 avoidable. If the value of the creditors' interest and the Estate's interest in the property securing
23 a claim is not sufficient to satisfy such claim, then in accordance with Section 506 of the
24 Bankruptcy Code and subject to Section 1111(b) of the Bankruptcy Code, such claim shall be
25 deemed to be an unsecured claim under this Plan to the extent of any insufficiency in the value
26 of the creditors' interest.

42. "UNSECURED CLAIM" shall mean any claim which is not a Secured Claim, Priority Claim, Administrative Claim, or an unclassified claim or the kind described in Section 507(a)(7) of the Bankruptcy Code.

43. "UNSECURED CREDITORS' COMMITTEE" means the Unsecured Creditors' Committee appointed by the Bankruptcy Court in this Reorganization Case, if any, as modified by the addition or removal of members from time to time by the Bankruptcy Court.

A term used in this PLAN that is not defined in this PLAN but that is used in the Bankruptcy Code has the meaning assigned to the term.

ARTICLE III.

ADMINISTRATIVE AND UNCLASSIFIED CLAIMS

ADMINISTRATIVE CLAIMS: All costs and expenses of administration in this case, including any actual and necessary expenses of preserving or liquidating the assets of the Debtor's estate, all allowances, including professional fees and costs, approved by the Court, and any other costs and expenses entitled to priority pursuant to 11 U.S.C. § 507(a)(1) of the Bankruptcy Code and 28 U.S.C. § 1930, shall be paid in full on or before the Effective Date of the Plan. The holders of these claims include the attorneys and accountants for the Debtor, unpaid post-petition accounts payable (if any), and all fees to be paid to the Office of the United States Trustee. The estimated administrative expenses for the Debtor's reorganization proceedings are from \$100,000.00 up to \$200,000.00, and consist of:

\$0.00	Trustees fees that are owed the U.S. Trustee's Office for the applicable quarters of 2013 prior to plan confirmation [payment is anticipated to be made when due];
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\$100,000.00	Estimated professional fees for the Debtor's general bankruptcy attorney, Stephen R. Harris, Esq., of HARRIS LAW PRACTICE LLC, calculated as of the date of confirmation (estimated at \$200,000.00 for a contested confirmation hearing and \$100,000.00 for an uncontested confirmation hearing);
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\$0.00	Post-petition accounts payable with [all post-petition administrative expenses are expected to be paid in full in the normal course of business prior to confirmation].
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Professional fees, both legal and accounting, shall continue to accrue up through and subsequent to the Confirmation Date, with final amounts owing subject to Court approval.

UNCLASSIFIED PRIORITY TAX CLAIMS:

1. Description. The Debtor's priority tax claims are as follows:

Name	Scheduled Amount	Proof of Claim Amount	Allowed Priority Amount
Douglas County Treasurer	10,261.87		\$0
Internal Revenue Service	\$10,732.96	\$11,745.46	\$11,745.46
Nevada Department of Taxation	\$5,476.07		\$0
Total:	\$26,470.90		\$11,745.46

Pursuant to the Debtor's Plan, the treatment and disposition of the unclassified priority tax claims, if any, will be as follows: Any claim discrepancy will be resolved by the claim objection process, with the stipulated amount and/or Court decreed amount owing used to calculate that particular creditors' allowed claim being paid by the Debtor. All unclassified priority tax creditors, if any, shall be paid 100% of their allowed claim amount, with statutory interest thereon, on or before the Effective Date of the Plan. In the event the Debtor fails to make the payments as set forth hereinabove, the allowed priority tax creditors, if any, shall have the right to proceed with any administrative remedies available to them, fifteen (15) days after written notice of default has been given to the Debtor and its attorney, Stephen R. Harris, Esq.

ARTICLE IV.
CLASSIFICATION OF CLAIMS AND INTERESTS

Pursuant to Section 1122 of the Bankruptcy Code, claims against the estate have been divided into the following classifications for purposes of administration and voting on the Plan:

1A. CLASS 1A SECURED CLAIM [NEVADA STATE BANK]: This Class consists of the secured claim of NEVADA STATE BANK as successor in interest to GREAT BASIN BANK OF NEVADA ("NSB"), in the approximate unpaid principal sum of \$1,638,789.79 , plus accruing interest at the contractual rate, calculated as of the Petition Date. The Class 1A

claim of NSB is secured by a first priority deed of trust recorded against the real property commonly described as APN 1320-33-401-15 through 16, 18 and 1320-33-401-029 through 032, on which the Sharkey's Casino is located. NSB also claims a security interest as described in the UCC-1 filed with the Nevada Secretary of State on January 15, 2009, as document number 2009001211-9 on behalf of Great Basin Bank of Nevada, which claims interest in "Gaming devices (as defined in NRS 463.0155) and associated equipment (as defined in NRS 463.0136) of said gaming devices, including, but not limited to the devices listed on Exhibit 1 hereto and their associated equipment, whether now owned or hereafter acquired for use at the real property described in Exhibit 2 hereto and, and all accession, additions, replacements substitutions, income, revenue and proceeds from the foregoing." (Exhibits omitted herein.) While the UCC-1 filing of NSB claims an interest in the income derived from the gaming devices, it is questionable under Nevada law as to whether it is entitled to that claim, as it is not a licensed gaming entity.

1B. CLASS 1B SECURED CLAIM [NEVADA STATE BANK]. This Class consists of the secured claim of NSB created as a result of the modification of the Class 1A claim of NSB in the original principal balance of \$59,790.61, with a current unpaid balance of approximately \$48,190.52, which is secured on the same real and personal property as the Class 1A claim.

2. CLASS 2 SECURED CLAIM [SEE HORSE 1, LLC]: This Class consists of the secured claim of SEE HORSE 1, LLC ("SH1"), as the assignee of Umpqua Bank, who was the successor in interest to Nevada Security Bank, which was the successor in interest to Northern Nevada Bank, in the approximate unpaid principal sum of \$3,796,756.64 , plus accruing interest at the contractual rate, calculated as of the Petition Date. The Class 2 secured claim of SH1 is secured by a second priority deed of trust recorded against the real property commonly described as APN 1320-33-401-15 through 16, 18 and 1320-33-401-029 through 032, on which the Sharkey's Casino is located. SH1 also claims a security interest, as the successor to Umpqua Bank, in the personal property located on the Debtor's premises pursuant to a UCC-1 filed on behalf of Umpqua Bank on October 4, 2011, as document number 2011026392-4, with

1 the Nevada Secretary of State. SH1 has not refiled a UCC-1 on its own behalf. The Debtor
2 disputes the amount claimed as owed by SH1.

3 3A. CLASS 3A SECURED CLAIM [CITY NATIONAL BANK]: This Class
4 consists of the secured claim of City National Bank, as the successor in interest to Business
5 Bank of Nevada in the approximate unpaid principal sum of \$102,804.18, plus accruing interest
6 at the contractual rate, calculated as of the Petition Date. The Class 3A claim of City National
7 Bank is secured by a first priority interest in the real property commonly described as
8 APN1320-33-401-017.

9 3B. CLASS 3B SECURED CLAIM [CITY NATIONAL BANK]: This Class
10 consists of the secured claim of City National Bank as successor in interest to Business Bank of
11 Nevada in the approximate unpaid principal sum of \$102,746.53, plus accruing interest at the
12 contractual rate, calculated as of the Petition Date. The Class 3B claim of City National Bank is
13 secured by a first priority interest in the real property commonly described as APN1320-33-401-
14 033.

15 4A. CLASS 4A SECURED CLAIM [PDS GAMING CORPORATION, NEVADA]:
16 This Class consists of the secured interest of PDS GAMING CORPORATION – NEVADA
17 (PDS) in gaming equipment leased to the Debtor by PDS evidenced by two UCC-1 Financing
18 Statements filed as Document Nos. 2012010932-4 and 201231164-0 with the Nevada Secretary
19 of State, each of which in addition to identifying certain gaming equipment, and all other
20 equipment leased or to be leased under the Lease Agreements and also claiming an interest in
21 and to “1) all security deposits, holdbacks, reserves and other monies belonging or payable to
22 lessee in connection with the Lease and the Equipment; 2) all accounts, chattel paper, contract
23 rights, documents, equipment, fixtures, general intangibles (patents, copyrights, trade names and
24 trademarks), goods, instruments and inventory pertaining to the lease and the lease equipment;
25 3) all accessions, accessories, additions, amendments, attachments, modifications, replacements
26 and substitutions to any of the foregoing; 4) all proceeds and products of any of the foregoing;
27 (5) all policies of insurance pertaining to any of the foregoing as well as any proceeds pertaining
28 to such policies; and 6) all books and records pertaining to any of the foregoing”.

1 4B. CLASS 4B SECURED CLAIM [INTERNATIONAL GAME TECHNOLOGY]:

2 This Class consists of the secured interest of INTERNATIONAL GAME TECHNOLOGY
3 (IGT) in gaming equipment leased to the Debtor by IGT evidenced by two UCC-1 Financing
4 Statements filed as Document Nos. 200900-6237-7 and 2009006246-6 each of which claims a
5 security interest in certain gaming devices in the possession of the Debtor.

6 4C. CLASS 4C SECURED CLAIM [NEVADA BANK & TRUST COMPANY]:

7 This claim consists of the secured interest of NEVADA BANK & TRUST COMPANY (NBT)
8 in gaming equipment purchased by the Debtor from KONAMI as evidenced a UCC-1 Financing
9 Statement filed as Document No. 2010005772-3 with the Nevada Secretary of State, which
10 claims a security interest in certain gaming devices in the possession of the Debtor.

11 4D. CLASS 4D SECURED CLAIM [KONAMI GAMING INC.]: This claim

12 consists of the security interest held by Konami Gaming Inc., as evidenced by the Security
13 Agreement executed and dated May 11, 2010 by the Debtors that is attached as Exhibit C to the
14 First Amendment to the System Purchase and License Agreement of even date between Holder
15 Hospitality Group and Konami Gaming, Inc., which encumbers gaming equipment located in
16 the Debtor's casino.

17 5. CLASS 5 CLAIMS [ALLOWED GENERAL UNSECURED CREDITORS]: This

18 Class consists of all allowed unsecured claims against the Debtor and disputed claims to the
19 extent disputed claims may be proven and allowed by the Court. The Class 5 Allowed General
20 Unsecured Claims as of the Petition Date totaled approximately \$873,438.13, detailed as
21 follows:

<u>CREDITOR CLAIMS</u>	<u>SCHEDULED AMOUNT</u>	<u>PROOF OF CLAIM AMOUNT</u>	<u>ALLOWED AMOUNT</u>
A #1 CHEMICAL, INC	\$466.67		\$466.67
ACE HARDWARE	\$550.97		\$405.25
AMERIPRIDE SERVICES, INC.	\$2,998.99	Critical Vendor paid post-petition	\$0.00
BEST BREWED TEAS	\$161.20	Critical Vendor paid post-petition	\$0.00
BMI	\$953.73	\$999.37	\$999.37

1	C & M FOOD DISTRIBUTORS	\$3,556.93	Critical Vendor paid post-petition	\$2,605.79
2	CROWN BEVERAGES, INC	\$540.49	Critical Vendor paid post-petition	\$0.00
3	DMS DIRECT INC.	\$532.05	Critical Vendor paid post-petition	\$0.00
4	DYNASTY GAMES	\$997.79	Critical Vendor paid post-petition	\$997.79
5	FARMER BROS. COFFEE	\$1,912.47	Critical Vendor paid post-petition	\$0.00
6	FIREMANS FUND INSURANCE	\$20,000.00		\$20,000.00
7	FRANCO FRENCH	\$765.97	Critical Vendor paid post-petition	\$0.00
8	INTERNAL REVENUE SERVICE	\$0.00	\$2,727.23	\$2,727.23
9	J W WELDING SUPPLY	\$1,163.79		\$1,163.79
10	MILOS SHARKEY BEGOVICH LIVING TRUST DTD 5/2/02	\$760,391.50 Disputed		\$700,000.00 (allowance subject to 0% interest)
11	MINDEN & GARDNERVILLE SANITATION DISTRICT	\$2,975.78	Critical Vendor paid post-petition	\$0.00
12	MODEL DAIRY, INC	\$2,031.51	Critical Vendor paid post-petition	\$0.00
13	NEVADA RESTAURANT SUPPLY	\$114.88		\$0.00
14	NEW WEST	\$1,412.45	Critical Vendor paid post-petition	\$0.00
15	PONDEROSA MEAT & PROVISIONS	\$8,101.05	Critical Vendor paid post-petition	\$0.00
16	SAGE BUSINESS WORKS	\$868.85	Critical Vendor paid post-petition	\$868.85
17	SCOLARI'S FOOD & DRUG	\$73.99		\$0.00
18	SIERRA NEVADA MEDIA GROUP	\$300.00		\$0.00
19	SIMPLEX GRINNELL	\$432.12		\$432.12
20	SKILLMAN GROUP, LLC	\$4,300.00		\$4,300.00
21	SOUTHERN WINE SPIRITS	\$2,708.87	Critical Vendor paid post-petition	\$0.00
22	STAPLES BUSINESS ADVANTAGE	\$2,019.38	Critical Vendor paid post-petition	\$1,674.28
23	STOR-ALL	\$396.00		\$0.00
24	SWIRE COCA-COLA, USA			

	\$2,842.00	Critical Vendor paid post-petition 1,332.80	\$509.20
TAVERN PRODUCTS INC	\$836.25	Critical Vendor paid post-petition	\$0.00
THE HOLDER GROUP SUNDANCE, LLC	\$57,333.32		\$87,333.32
THE HOLDER GROUP, LLC	\$66,783.21		\$33,783.21
TOWN OF GARDNERVILLE	\$2,760.14	Critical Vendor paid post-petition	\$1,887.63
US FOODS	\$7,333.46	Critical Vendor paid post-petition	\$7,325.46
WEDCO INC.	\$961.31		\$961.31
WIRTZ BEVERAGE NV	\$603.20	Critical Vendor paid post-petition	\$0.00
TOTALS	\$960,180.32		\$866,553.64

6. CLASS 6 EQUITY INTERESTS OF DEBTOR: This Class consists of the members' equity interests in THE HOLDER GROUP SHARKEY'S, LLC, specifically: THE HOLDER GROUP, LLC as to a 100% membership interest.

ARTICLE V.

TREATMENT OF CLASSES

1A. CLASS 1A SECURED CLAIM [NEVADA STATE BANK]: The Class 1A secured Claim of NSB shall retain its existing security interest and the outstanding loan balance shall be recalculated using the outstanding principal balance plus accrued interest at the non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable attorney's fees and collection costs, with no late fees to be included, less post-petition amounts paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan Balance shall be paid in monthly payments of principal and interest at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a thirty (30) year amortization, commencing upon the 10th day of the month following the Confirmation Date, and continuing on the tenth day of each successive month for eight (8) years thereafter, with the entire amount of Modified Loan Balance to be paid eight (8) years after the Confirmation Date or upon sale of the Real Property, whichever occurs first in time. Any payment due shall be subject to a fifteen

(15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes the interest rate proposed herein is appropriate based on the decision rendered in In re Till, 301F.3d 583,591 (2002), and has been applied by this Court in previous confirmation hearings in early 2013. Debtor shall provide evidence of payment of real property taxes and payment of insurance premiums to NSB within 10 days of paying same. Debtor shall maintain and provide proof of insurance naming NSB as an additional insured until such time as NSB is paid in full. Accordingly, the Class 1A secured claim of NSB is impaired.

1B. CLASS 1B SECURED CLAIM [NEVADA STATE BANK]: The Class 1B secured claim of NSB shall retain its existing security interest and the outstanding loan balance shall be recalculated using the outstanding principal balance plus accrued interest at the non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable attorney's fees and collection costs, with no late fees to be included, less post-petition amounts paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan Balance shall be repaid in equal payments of \$2,200 per month with interest calculated at 5.25% on the principal balance, to be paid on or before the 10th day of each successive month until paid in full, commencing May, 2013. Any payment due shall be subject to a fifteen (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes the interest rate proposed herein is appropriate based on the decision rendered in In re Till, 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation hearings in early 2013. Debtor shall provide evidence of payment of real property taxes and payment of insurance premiums to NSB within 10 days of paying same. Debtor shall maintain and provide proof of insurance naming NSB as an additional insured until such time as NSB is paid in full. Accordingly, the Class 1B secured claim of NSB is impaired.

2. CLASS 2 SECURED CLAIM [SEE HORSE 1, LLC]: The Debtor disputes the Claim of See Horse 1, LLC., in that it believes the sale of the note to See Horse 1, LLC, was not an arm's length transaction, that the debt was acquired for substantially less than the face

1 amount of the note and contrary to FDIC guidelines for not purchases, and that See Horse 1,
2 LLC, acquired the note with the intention of forcing the Debtor out of business. The Debtor is
3 contemplating pursuit of litigation to expunge or decrease the secured claim of SH1. Within 90
4 days of September 21, 2013, the Debtor shall advise the Court and the parties in interest
5 whether or not it will pursue that litigation, and if so, will provide a litigation budget, as well as
6 designate the venue and whether or not special counsel shall be engaged to represent the Debtor
7 in such litigation.

8 Without waiving its right to pursue litigation to expunge or decrease the Class 2 Secured
9 Claim of SH1 as stated hereinabove, if not expunged, the Debtor shall treat the Class 2 Claim of
10 SH1 as follows:

11 The Class 2 secured claim of SH1 shall retain its existing security interest and the
12 outstanding loan balance shall be recalculated using the outstanding principal balance plus
13 accrued interest at the non-default rate of interest from the Petition Date to the Confirmation
14 Date, plus reasonable attorney's fees and collection costs, with no late fees to be included less
15 post-petition amounts paid to principal and interest by the Debtor ("Modified Loan Balance").
16 The Modified Loan Balance shall be paid in monthly payments of principal and interest at the
17 rate of 5.25% per annum accruing after the Confirmation Date, calculated on a thirty (30) year
18 amortization, commencing upon the twentieth day of the month following the Confirmation
19 Date, and continuing on the twentieth day of each successive month for eight (8) years
20 thereafter, with the entire amount of Modified Loan Balance to be paid eight (8) years after the
21 Confirmation Date or upon sale of the Real Property, whichever occurs first in time. Any
22 payment due shall be subject to a fifteen (15) day grace period to cure same. The Modified
23 Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default
24 shall be released and rescinded. Debtor believes the interest rate proposed herein is appropriate
25 based on the decision rendered in *In re Till*, 301F.3d 583,591 (2002) and has been applied by
26 this Court in previous confirmation hearings in early 2013. Accordingly, the Class 2 secured
27 claim of SH1 is impaired.

1 3A. CLASS 3A SECURED CLAIM [CITY NATIONAL BANK]: The Class 3A
 2 claim of City National Bank shall retain its existing security interest and the outstanding loan
 3 balance shall be recalculated using the outstanding principal balance plus accrued interest at the
 4 non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable
 5 attorney's fees and collection costs, with no late fees to be included, less post-petition amounts
 6 paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan
 7 Balance shall be paid in monthly payments of principal and interest at the rate of 5.25% per
 8 annum accruing after the Confirmation Date, calculated on a thirty (30) year amortization,
 9 commencing upon the fifth day of the month following the Confirmation Date, and continuing
 10 on the fifth day of each successive month for four (4) years thereafter, with the entire amount of
 11 Modified Loan Balance to be paid four(4) years after the Confirmation Date or upon sale of the
 12 Real Property, whichever occurs first in time. Any payment due shall be subject to a fifteen
 13 (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of
 14 the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor
 15 believes the interest rate proposed herein is appropriate based on the decision rendered in *In re*
 16 *Till*, 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation
 17 hearings in early 2013. Accordingly, the Class 3A claim of City National Bank is impaired.

18 3B. CLASS 3B SECURED CLAIM [CITY NATIONAL BANK]: The Class 3B
 19 claim of City National Bank shall retain its existing security interest and the outstanding loan
 20 balance shall be recalculated using the outstanding principal balance plus accrued interest at the
 21 non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable
 22 attorney's fees and collection costs, with no late fees to be included, less post-petition amounts
 23 paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan
 24 Balance shall be paid in monthly payments of principal and interest at the rate of 5.25% per
 25 annum accruing after the Confirmation Date, calculated on a thirty (30) year amortization,
 26 commencing upon fifth day of the month following the Confirmation Date, and continuing on
 27 the fifth day of each successive month for four (4) years thereafter, with the entire amount of
 28 Modified Loan Balance to be paid four (4) years after the Confirmation Date or upon sale of the

1 Real Property, whichever occurs first in time. Any payment due shall be subject to a fifteen
 2 (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of
 3 the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor
 4 believes the interest rate proposed herein is appropriate based on the decision rendered in In re
 5 Till, 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation
 6 hearings in early 2013. Accordingly, the Class 3B secured claim of City National Bank is
 7 impaired.

8 4A. CLASS 4A SECURED CLAIM [PDS GAMING CORPORATION, NEVADA]:

9 The Class 4A secured claim of PDS shall be paid according to the existing terms and conditions
 10 of the secured lease. Accordingly, the Class 4A claim of PDS is unimpaired under the Plan.

11 4B. CLASS 4B SECURED CLAIM [INTERNATIONAL GAME TECHNOLOGY]:

12 The Class 4B secured claim of IGT shall be paid according to the existing terms and conditions
 13 of the secured lease. Accordingly, the Class 4B claim of IGT is unimpaired under the Plan.

14 4C. CLASS 4C SECURED CLAIM [NEVADA BANK & TRUST COMPANY]:

15 The Class 4C Secured claim of Nevada Bank & Trust Company shall be paid according to the
 16 existing terms and conditions of the secured loan agreement. Accordingly, the Class 4C claim of
 17 Nevada Bank and Trust Company are unimpaired under the Plan.

18 4D. CLASS 4D SECURED CLAIM [KONAMI GAMING INC.]:

19 The Class 4D secured claim of Konami Gaming Inc., shall be paid pursuant to the terms of the
 20 Security Agreement executed and dated May 11, 2010 by the Debtors that is attached as Exhibit
 21 C to the First Amendment to the System Purchase and License Agreement of even date between
 22 Holder Hospitality Group and Konami Gaming, Inc. Accordingly, the Class 4D claim of
 23 Konami Gaming Inc., is unimpaired under the Plan.

24 5. CLASS 5 CLAIMS [ALLOWED GENERAL UNSECURED CREDITORS]:

25 The Class 5 Allowed General Unsecured Creditors, shall be paid 100% of their allowed claims
 26 by the Debtor, within eight (8) years of the Confirmation Date in monthly payments of principal
 27 and interest at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on
 28 a thirty (30) year amortization until paid in full, with the exception of the claim of the MILOS

1 SHARKEY BEGOVICH LIVING TRUST DTD 5/2/02 ("Begovich Claim"), which is deemed
 2 an allowed general unsecured claim of \$700,000.00, payable monthly at zero percent interest
 3 pursuant to the terms of the parties' promissory note, to be amortized over a thirty (30) year
 4 period, with monthly payments of approximately \$1,944.00, and to be paid in full eight (8)
 5 years following the Confirmation Date. The Begovich Claim is the subject of litigation in the
 6 Ninth Judicial District Court, and pursuant to the Court's Order, copies of any settlement
 7 documents filed in that case shall be presented to all parties in interest. Accordingly, the Class 5
 8 General Unsecured Claims are impaired under the Plan.

9 6. CLASS 6 EQUITY INTERESTS OF DEBTOR: The equity interests of the members
 10 of THE HOLDER GROUP SHARKEY'S, LLC, existing on the Petition Date shall remain
 11 unchanged. Accordingly, the Class 6 interests of the Debtor are unimpaired under the Plan.

12 ARTICLE VI.

13 TREATMENT OF EXECUTORY CONTRACTS, NON-EXECUTORY CONTRACTS, 14 UNEXPIRED LEASES AND DISPUTED CLAIMS

15 1. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

16 Reservation of Rights. The Debtor reserve the right to assume or reject, pursuant to §365 of the
 17 Code, any executory contract or unexpired lease not assumed or rejected prior to the
 18 Confirmation Date. All executory contracts and unexpired leases not specifically assumed or
 19 rejected as of the Confirmation Date or as to which an application to reject shall not be pending
 20 on the Confirmation Date shall be deemed rejected by the Debtor. At this time, the Debtor is
 21 the Lessor to a sports book owned by Sierra Development Company dba Club Cal Neva that is
 22 located on its premises, in addition to being a party to the leases and executory contracts listed
 23 on the Debtor's Schedule G filed with this Court and attached hereto and incorporated herewith
 24 as **Exhibit "A"**. All of the Debtor's leases and executory contracts were entered into in the
 25 ordinary course of business and Debtor hereby assumes its lease with Sierra Development
 26 Company and all leases and executory contracts detailed in the attached **Exhibit "A"**.

Through its Disbursing Agent, the Debtor will only make distributions according to the Plan and when their claims become allowed claims and interest as such terms are defined in the Plan. There are currently claims pending against the Debtor, either filed or scheduled, which are or will become Disputed Claims. As to some Disputed Claims, the Debtor disputes only the classification of the claims asserted by the holder. With respect to other Disputed Claims, the Debtor accepts the classification asserted by the holder but disputes the amount of the claim alleged by such holder. In some cases, the Debtor disputes both the asserted classification and the alleged amount. In addition, the Debtor and other parties in interest may object to certain other claims based upon equitable or contractual subordination pursuant to § 510 of the Bankruptcy Code. Specifically, such subordination claims may be asserted against any person or entity buying claim(s) for speculation and profit in Debtor's bankruptcy cases. No distribution will be made with respect to any such Disputed Claims unless and until they become allowed claims. THE HOLDER GROUP SHARKEY'S, LLC, disputes the following claims at this time: The Class 2 secured claim of Sec Horse 1, LLC and all but \$700,000.00 of the Class 5 general unsecured claim of Milos Sharkey Bergovich.

STATEMENT OF IMPAIRMENT

ARTICLE VIII.

1. **Operations of Property, Advances from Guarantors and Disbursements.**

The Debtor is a duly licensed casino currently operating 138 gaming machines, and containing an independently operated sports book. While the Debtor's income decreased dramatically in 2010, steady increases in income have been posted for 2011 and 2012. It is anticipated that net income for 2013 will approximate that of 2009. The Debtor will have

1 sufficient cash flow from ongoing operations to sustain the debt service contained in the Plan.
2 Attached hereto as Exhibit A and incorporated herein by that reference are the Comparison of
3 Budget to Actual for May 2013 through July 2013, the Monthly Budget for May through July
4 2014, an Actual Statement of Cash Receipts and Disbursements for May 2013 through July
5 2013 and a Forecasted Statement of Cash Receipts and Disbursements August 2013 through
6 July 2014 (collectively the "Budget").

7 **2. Post-Confirmation Default**

8 In the event the Debtor becomes delinquent in duty or obligation under the Plan, the
9 affected creditor or creditors may provide written notice of such default to the Debtor and its
10 counsel. The Debtor shall thereafter have fifteen (15) business days from receipt of said notice
11 in which to cure the default. In the event such default remains uncured, the affected creditor or
12 creditors shall be entitled to foreclose upon the real property (if a secured creditor) or take other
13 appropriate action. The Debtor shall have the right to bring the issue of default before the
14 Bankruptcy Court. At any hearing, the Bankruptcy Court may consider the reason for the
15 default and the ability of the Debtor to cure the default in a reasonable period of time. The
16 Bankruptcy Court may also consider conversion of the case to a Chapter 7 of the Bankruptcy
17 Code or dismissal of the same is in the best interest of creditors.

18 **3. Professionals' Fees**

19 After the Confirmation Date of the Plan, the Debtor and any other professional, such as
20 Debtor's general bankruptcy counsel, any special purpose counsel or accountants, will not be
21 required to apply to the Court for compensation for services rendered post-confirmation. Post-
22 confirmation compensation of the Debtor's professionals shall be at their normal hourly rate(s)
23 and customary cost charges.

24 **4. Distribution**

25 All cash proceeds shall be distributed in the foregoing manner except amounts necessary
26 to pay disputed claims against the Debtor in the event they are allowed, which shall be held as a
27 reserve and paid as such claims are determined by agreement between the parties or as are
28 judicially determined.

1 consummation of this Plan, or the administration of this Plan or the property to be distributed
2 under this Plan, except for gross negligence, willful misconduct or fraud.

3 ARTICLE X.

4 MODIFICATION OF THE PLAN

5 The Debtor will have the right to modify this Plan in accordance with the provisions of
6 the Bankruptcy Code and Chapter 11. In this regard:

7 1. In accordance with Section 1127(a) of the Bankruptcy Code and Chapter 11, and
8 11 U.S.C. § 1127(a), modification(s) of this Plan may be proposed in writing by the Debtor at
9 any time(s) before their confirmation, provided that the Plan, as thus modified, meets the
10 requirements of Sections 1122 and 1123 of the Bankruptcy Code and Chapter 11, 11 U.S.C.
11 §§ 1122 and 1123, and the Debtor complies with Section 1125 of the Bankruptcy Code and
12 Chapter 11, and 11 U.S.C. § 1125.

13 2. In accordance with Section 1127(b) of the Bankruptcy Code and Chapter 11, and
14 11 U.S.C. § 1127(b), this Plan also may be modified by the Debtor at any time(s) after its
15 confirmation and before its substantial consummation, provided that the Plan, as thus modified,
16 meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code and Chapter 11, 11
17 U.S.C. §§ 1122 and 1123; and provided further that the circumstances then existing justify such
18 modification(s), and the Court confirms the Plan, as thus modified, under Section 1129 of the
19 Bankruptcy Code and Chapter 11, 11 U.S.C. § 1129.

20 3. Any holder(s) of a claim that has accepted or rejected the Plan will be deemed
21 to have accepted or rejected, as the case may be, the Plan as modified unless, within the time
22 fixed by the Court for doing so, such holder(s) changes its previous acceptance(s) or rejection(s).

23 4. Every modification of this Plan will supersede the previous version(s) of the Plan
24 as and whenever each such modification is effective as provided in this Article X. When
25 superseded, the previous version(s) of the Plan will be in the nature of withdrawn or rejected
26 settlement proposal(s), and will be null, void, and unusable by the Debtor or any other party for
27 any purpose(s) whatsoever with respect to any of the contents of such version(s) of the Plan.

28

ARTICLE XI.

DISCHARGE AND STAY CONTINUATION

Confirmation and performance of this Plan will discharge the Debtor from any and all debts dischargeable under Section 1141(d) of the Bankruptcy Code and Chapter 11, and 11 U.S.C. § 1141(d), and will otherwise have all effects provided in such Section 1141, which are not expressly inconsistent with the provisions of this Plan. Pending execution of this Plan and unless: (a) the Court has otherwise expressly ordered; or (b) this Plan otherwise expressly provides, all creditors will continue to be stayed from proceeding against the Debtor or their assets.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding confirmation of this Plan, the Court will retain jurisdiction for the following purposes, and each of them:

1. The Court will retain jurisdiction to determine the allowability and payment of any claim(s) upon any objection(s) thereto (or other appropriate proceedings) by the Debtor or by any other party in interest entitled to proceed in that manner. As part of such retained jurisdiction, the Court will continue to determine the allowability of Administrative Claims and any request(s) for payment(s) thereof, including professional fees and costs which are Administrative Claims.

2. The Court will retain jurisdiction to determine any dispute(s) which may arise regarding the interpretation of any provision(s) of this Plan.

3. The Court will retain jurisdiction to facilitate the consummation of this Plan by entering, consistent with the provisions of this Plan, any further necessary or appropriate order(s) regarding the enforcement of this Plan and any provision(s) thereof.

4. The Court will retain jurisdiction to adjudicate any cause(s) of action or other proceeding(s) presently pending or otherwise referenced here or elsewhere in this Plan, including, but not limited to, the adjudication of any and all "core proceedings" under 28 U.S.C. § 157(b), which may be pertinent to this Reorganization Case, and which the Debtor may deem

1 it appropriate to initiate and prosecute in aid of its reorganization, and any "non-core
2 proceedings" accepted for consideration by this Court.

3 5. The Court will retain jurisdiction to enter an appropriate final decree in this
4 Reorganization Case.

5 ARTICLE XIII.

6 FEASIBILITY OF DEBTOR'S PLAN

7 Sharkey's Casino is a small local casino in Gardnerville, Nevada, catering to local
8 patrons and patrons from the bordering communities in California, as well as some pass through
9 traffic. Debtor believes that the PLAN is feasible based upon the improved income generated
10 from business operations over the past two years, coupled with the restructuring of the Debtor's
11 secured debt. Additionally, Debtor has hired a more experienced General Manager, and since
12 that time the food operation has seen steady improvement, and the slot machines have been
13 upgraded and rearranged on the casino floor. In spite of a slight decrease in gross receipts,
14 Debtor has shown a significant increase in its operating income or earnings before interest,
15 depreciation and amortization ("EBITDA") compared to 2012. Indeed, for the first seven (7)
16 months of 2013, Debtor has exceeded 2012 actual EBITDA by 15%, with July 2012 reporting
17 year to date EBITDA of \$500,170 and July 2013 reporting year to date EBITDA of \$575,210.
18 CMS International, the company that provides management services to the Debtor has agreed to
19 defer its management fee of \$6,000.00 per week in order to increase cash flow for the Debtor.
20 Attached hereto as Exhibit B are the Comparison of Budget to Actual for May 2013 through
21 July 2013, the Monthly Budget for May through July 2014, and a Forecasted Statement of Cash
22 Receipts and Disbursements August 2013 through July 2014 (collectively the "Budget").
23 (collectively the "Budget"). The Budget clearly shows the removal of payment of management
24 fees to CMS through July 2014. Based on current year earnings to date, the Debtor believes that
25 the 2013 budgeted annual EBITDA of \$1,012,600.00, is attainable.

ARTICLE XIV.

LIQUIDATION ANALYSIS

The PLAN must provide that a nonconsenting impaired claimant or interest holder of a consenting class receive at least as much as would be available had the debtor filed a Chapter 7 petition instead.

In a Chapter 7 case, the general rule is that the debtor's assets are sold by a trustee. Unsecured creditors share in the proceeds of sale only after secured creditors and administrative claimants are paid. Certain unsecured creditors get paid before other unsecured creditors do. Unsecured creditors with the same priority share in proportion to the amount of their allowed claim in relationship to the total amount of allowed claims.

A creditor would recover from the assets of the bankruptcy estate less under Chapter 7 than under Chapter 11 for two reasons. First, the estimated market value of the Debtor' non-exempt encumbered assets under normal selling conditions, estimated at between \$5,000,000 and \$8,000,000 are encumbered by secured liabilities of approximately \$5,900,000.00, and the value of the assets would severely decline in a forced liquidation. Further, after deducting costs incurred in having to maintain and insure the encumbered real property and to market and sell such property, along with the time for such process, any equity that exists, if any, in the property would be significantly reduced. Additionally, the unencumbered non-exempt assets are minimal and virtually unsaleable in the current market. Second, in a Chapter 7 case a trustee is appointed and is entitled to compensation from the bankruptcy estate in an amount no more than 25% of the first \$5,000 of all money disbursed, 10% on any amount over \$5,000 but less than \$1,000,000, 5% on all amounts over \$1,000,000 but less than \$3,000,000, and reasonable compensation not to exceed 3% on any amount over \$3,000,000, thus diminishing monies available for payment to unsecured creditors.

Assuming the Debtor had to pay out all of the monies outlined above, including those monies being asserted by the secured creditors, it is unlikely the Debtor would be left with any significant amounts for payment to General Unsecured Creditors and distribution to Debtor's equity holders. Thus, if there were a liquidation of assets, Debtor believes that general

1 unsecured creditors would not receive more on their claims than is being proposed in Debtor's
2 Plan, due to the nature and amount of the secured claims against the Debtor's assets and the
3 nature and value of such assets. Additionally, even if there were sufficient amounts to pay
4 general unsecured creditors in full on liquidation, Debtor's Plan proposes payment in full with
5 interest thereon so general unsecured claims would not receive more from a liquidation.

6 Assuming the Debtor had to pay out all of the monies outlined above, including those
7 monies being asserted by the secured creditors, it is unlikely the Debtor would be left with any
8 significant amounts for payment to General Unsecured Creditors and distribution to Debtor's
9 equity holders. Thus, if there were a liquidation of assets, Debtor believes that general
10 unsecured creditors would not receive more on their claims than is being proposed in Debtor's
11 Plan, due to the nature and amount of the secured claims against the Debtor's assets and the
12 nature and value of such assets. Additionally, even if there were sufficient amounts to pay
13 general unsecured creditors in full on liquidation, Debtor's Plan proposes payment in full with
14 interest thereon so general unsecured claims would not receive more from a liquidation.

15 ARTICLE XV.

16 DISCLOSURE STATEMENT

17 When the Debtor solicits the requisite acceptance(s) of this Plan, it will be accompanied
18 by a Disclosure Statement that will have been approved by the Court, as may be amended, prior
19 to such solicitation. The Debtor requests that all parties whose acceptance(s) of this Plan are
20 solicited should direct their attention to the Disclosure Statement.

21 ARTICLE XVI.

22 CONFIRMATION REQUEST

23 THE HOLDER GROUP SHARKEY'S, LLC, as proponent of this Plan, requests
24 confirmation of this Plan pursuant to 11 U.S.C. §§ 1129(a) and/or 1129(b) of the Bankruptcy
25 Code.
26
27
28

1 Respectfully submitted this 7th day of October, 2013.

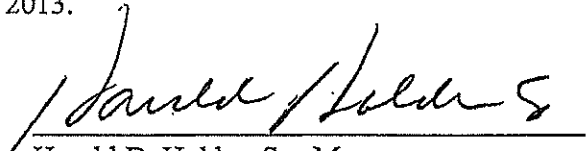
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3 STEPHEN R. HARRIS, ESQ.
4 HARRIS LAW PRACTICE LLC

5 _____
6 Attorneys for Debtor
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VERIFICATION

I, HAROLD D. HOLDER, SR, Manager of THE HOLDER GROUP SHARKEY'S, LLC, Debtor, declare under penalty of perjury that I have read the foregoing DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION, and that the contents contained therein are true and correct to the best of my knowledge, information and belief. .

DATED this 8th day of October, 2013.


Harold D. Holder, Sr., Manager
THE HOLDER GROUP SHARKEY'S, LLC,
Debtor

SEP 16 2013

HARRIS, ESQ.
HARRIS, LAW
PRACTICE, LLC

EXHIBIT “A”

EXHIBIT “A”

B6G (Official Form 6G) (12/07)

In re: THE HOLDER GROUP SHARKEY'S, LLC
DebtorCase No. 13-50844-BTB
(If known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
AMERIPRIDE SERVICES, INC. 78620 WILBUR WAY SACRAMENTO, CA 95828	36 MONTH LEASE FOR LINEN SERVICE COMMENCED 6/9/11. MONTHLY PAYMENT OF APPROXIMATELY \$325.
BALLY GAMING, INC. LOCKBOX 749335 LOS ANGELES, CA 90074	SLOT MACHINE LEASE
BALLY GAMING, INC. BALLY TECHNOLOGIES LOCKBOX 749335 LOS ANGELES, CA 90074	LEASE FOR FOUR SLOT MACHINES AT \$19.58/DAY. THIS IS A 36 MONTH LEASE WITH \$1 BUYOUT AT END. THIRTY DAY NOTICE REQUIRED FOR CANCELLATION.
BMI 10 MUSIC SQUARE EAST NASHVILLE, TN 37203	MUSIC LICENSE AGREEMENT FOR ONE YEAR PERIOD WITH AUTO RENEWAL SINCE 11/2007, WITH 30 DAY NOTICE REQUIRED FOR CANCELLATION. ANNUAL FEE IS \$465.
FRONTIER P.O. BOX 20550 ROCHESTER, NY 14602	MONTH TO MONTH TELEPHONE SERVICE CONTRACT FOR \$435.65/MONTH. 30 DAYS NOTICE REQUIRED FOR CANCELLATION.
IGT 9295 PROTOTYPE DRIVE RENO, NV 89511	MICROSOFT END-USE LICENSE AGREEMENT.
IGT P.O. BOX 887866 LOS ANGELES, CA 90088	ROYALTY AGREEMENT FOR MULTI-HAND POKER MACHINES AT \$20/DAY FOR 1 MACHINE, WITH REMAINING 6 MACHINES AT \$15/DAY. CONTRACT IS TERMINATED BY RETURN OF ALL MACHINES.
IGT P.O. BOX 887866 LOS ANGELES, CA 90088	MONTH TO MONTH SLOT PARTICIPATION AGREEMENT. FEE IS 20% OF NET WIN OR \$20/DAY PER MACHINE, WHICHEVER IS GREATER. THIRTY DAY NOTICE REQUIRED FOR CANCELLATION.

B6G (Official Form 6G) (12/07) -Cont.

In re: THE HOLDER GROUP SHARKEY'S, LLC
DebtorCase No. 13-50844-BTB
(If known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
KONAMI GAMING 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	SALES & SECURITY AGREEMENT FOR SLOT ACCOUNTING & PLAYERS CLUB SYSTEM.
KONAMI GAMING 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	MONTHLY SYSTEM SUPPORT CONTRACT AT \$922.25/WEEK.
NEVADA NOVELTY 2195 CHAROLAISE CIRCLE SPARKS, NV 89431	ATM, CIGARETTE MACHINE AND JUKEBOX LEASE. \$1.00 COMMISSION ON ATM TRANSACTIONS, \$.50 COMMISSION ON CIGARETTE SALES AND 10% COMMISSION ON JUKEBOX.
PAYROLL SYSTEMS OF NEVADA 4874 SPARKS BLVD. SPARKS, NV 89436	MONTH TO MONTH PAYROLL SERVICES CONTRACT. FEE BASED ON PAYROLL. THIRTY DAYS NOTICE REQUIRED FOR CANCELLATION.
PDS GAMING CORPORATION 6280 ANNIE OAKLEY DRIVE LAS VEGAS, NV 89120-3910	SLOT MACHINE LEASE AGREEMENT FOR \$15/DAY PER MACHINE. 6 MONTH RENEWABLE CONTRACT.
PDS GAMING CORPORATION 6280 ANNIE OAKLEY DRIVE LAS VEGAS, NV 89120-3910	SLOT MACHINE LEASE AGREEMENT AT \$10 TO \$15/DAY PER MACHINE DEPENDING ON GAME TYPE.
RADIANT SYSTEMS 3925 BROOKSIDE PARKWAY ALPHARETTA, GA 30022	MONTH TO MONTH SERVICE AGREEMENT ON POINT OF SALE PROGRAM WITH MONTHLY PAYMENT OF \$691.74. THIRTY DAY NOTICE REQUIRED FOR CANCELLATION.
RENT-A-CUBE P.O. BOX 397 MINDEN, NV 89423	MONTH TO MONTH LEASE FOR STORAGE SPACE AT \$260.00 PER MONTH. THIRTY DAYS NOTICE REQUIRED FOR CANCELLATION.

B6G (Official Form 6G) (12/07) -Cont.

In re: THE HOLDER GROUP SHARKEY'S, LLC

Debtor

Case No. 13-50844-BTB

(If known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
SCHINDLER ELEVATOR CORP. 1419 MARKET BLVD., STE. 10 SACRAMENTO, CA 95834-1937	MONTH TO MONTH ELEVATOR MAINTENANCE CONTRACT AT \$272.62 PER MONTH THIRTY DAY NOTICE REQUIRED FOR CANCELLATION.
STOR-ALL 813 SHORT COURT GARDNERVILLE, NV 89460	MONTH TO MONTH LEASE FOR STORAGE SPACE AT \$396.00 PER MONTH. THIRTY DAYS NOTICE REQUIRED FOR CANCELLATION.
WILLIAM HILL DBA C N ACQUISITIONS SUB, INC. P.O. BOX 2071 RENO, NV 89505 ATTN: JEFFREY L. SIRI	SPORTSBOOK CONTRACT WHICH EXPIRES ON THE LAST DAY OF THE CALENDAR MONTH FOLLOWING NFL SUPERBOWL GAME OF 2016. FEE IS \$500 PER MONTH.

EXHIBIT “B”

EXHIBIT “B”

Sharkey's
Comparison of Actual to Budget
For the Months Ended May 2013 Through August 2013

	Actual May-13	Budgeted May-13	Variance	Actual Jun-13	Budgeted Jun-13	Variance	Actual Jul-13	Budgeted Jul-13	Variance	Actual Aug-13	Budgeted Aug-13	Variance
Net Revenues	268,675	271,000	(2,325)	269,349	274,000	(4,651)	256,028	255,000	1,028	266,030	287,000	(20,970)
Cost of Sales												
Food	33,966	36,070	(2,104)	28,573	36,000	(7,427)	34,197	35,000	(803)	36,718	38,000	(1,283)
Bar	8,886	9,543	(657)	10,635	8,050	2,585	10,737	8,200	2,537	10,558	8,800	1,758
Total Cost of Goods Sold	42,852	45,613	(2,761)	39,208	44,050	(4,842)	44,934	43,200	1,734	47,276	46,800	476
Gross Profit	225,823	225,387	436	230,141	229,950	191	211,094	211,800	(706)	218,754	240,200	(21,446)
Operating Expenses:												
Payroll expense	106,972	107,100	(128)	98,796	98,949	(153)	104,566	98,571	5,995	101,650	99,429	2,221
Taxes & licenses	(14,334)	19,931	(34,265)	13,292	22,478	(9,186)	12,015	18,800	(6,785)	2,346	19,300	(16,954)
Insurance	5,995	4,950	1,045	3,111	8,250	(5,139)	5,263	6,600	(1,337)	4,757	8,250	(3,493)
Utilities	9,553	10,824	(1,271)	10,285	11,000	(715)	11,443	11,775	(332)	11,438	10,075	1,363
Leasing & rental expense	1,248	769	479	1,319	769	550	1,242	769	473	1,088	769	319
Advertising & promotion	2,708	4,166	(1,458)	(362)	5,000	(5,362)	886	5,000	(4,114)	2,986	7,000	(4,014)
Telephone	989	1,385	(396)	438	949	(511)	449	949	(500)	448	949	(501)
Entertainment	2,500	1,700	800	1,900	2,500	(600)	1,670	2,000	(330)	500	2,500	(2,000)
Laundry & uniforms	1,316	1,500	(184)	1,552	1,500	52	1,727	2,000	(273)	1,079	2,000	(921)
Dues and subscriptions	188	300	(112)	304	300	4	(1,556)	300	(1,856)	160	300	(140)
Postage & freight	1	50	(49)	0	50	(50)	0	50	(50)	46	50	(4)
Repairs & maintenance	2,589	3,000	(411)	2,706	3,000	(294)	2,761	3,000	(239)	1,763	3,000	(1,237)
Supplies	3,111	700	2,411	2,535	700	1,835	666	700	(34)	1,218	700	518
Travel, meals & entertainment	0	500	(500)	0	500	(500)	0	500	(500)	0	500	(500)
Auto expense	347	250	97	75	250	(175)	262	250	12	0	250	(250)
Other	3,145	2,186	959	2,776	4,050	(1,274)	2,601	3,690	(1,089)	5,138	4,600	538
Total Operating Expenses	126,328	159,311	(32,983)	138,727	160,245	(21,518)	143,995	154,955	(10,960)	134,617	159,672	(25,056)
Operating Income (EBITDA)	99,495	66,076	33,419	91,414	69,705	21,709	67,099	56,845	10,254	84,137	80,528	3,610

Sharkey's

Budgeted Profit & Loss Statement

For the Months Ended May 1, 2013 through July 31, 2014

Prepared Based upon the Accrual Basis of Accounting

# Weeks	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Net Revenues	5	4	5	4	4	4	5	4	5	4	4	4	5	4	5
	271,000	274,000	255,000	287,000	268,200	305,000	292,700	269,200	266,800	258,500	303,000	254,000	268,700	269,000	256,000
Cost of Sales															
Food	36,070	36,000	35,000	38,000	32,000	36,000	30,900	30,400	30,400	27,900	30,400	33,900	35,900	30,400	31,200
Bar	9,543	8,050	8,200	8,800	11,200	11,000	8,800	12,500	8,500	8,800	10,900	11,800	9,300	10,900	10,600
Total Cost of Goods Sold	45,613	44,050	43,200	46,800	43,200	47,000	39,700	42,900	38,900	36,700	41,300	45,700	45,200	41,300	41,800
Gross Profit	225,387	229,950	211,800	240,200	225,000	258,000	253,000	226,300	227,900	221,800	261,700	208,300	223,500	227,700	214,200
Operating Expenses:															
Payroll expense	107,100	98,949	98,571	99,429	87,429	100,343	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000
Taxes & licenses	19,931	22,478	18,800	19,300	19,300	19,300	20,060	20,060	20,060	20,060	20,060	20,060	20,060	20,060	20,060
Insurance	4,950	8,250	6,600	8,250	7,719	7,719	2,295	2,295	2,295	5,263	6,531	5,263	9,651	5,263	5,263
Utilities	10,824	11,000	11,775	10,075	11,775	12,475	10,000	10,000	11,000	10,000	9,500	9,500	9,500	10,500	11,500
Leasing & rental expense	769	769	769	769	769	769	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029
Advertising & promotion	4,166	5,000	5,000	7,000	3,500	7,000	2,500	2,000	2,500	1,000	2,000	2,000	2,000	2,000	2,500
Telephone	1,385	949	949	949	949	949	950	950	950	950	950	950	950	950	950
Entertainment	1,700	2,500	2,000	2,500	2,000	2,500	1,000	2,000	2,500	2,000	2,000	2,000	2,000	2,000	2,500
Laundry & uniforms	1,500	1,500	2,000	2,000	2,000	2,000	1,578	1,578	1,578	1,578	1,578	1,578	1,578	1,578	1,578
Dues and subscriptions	300	300	300	300	300	300	250	250	250	250	250	250	250	250	250
Postage & freight	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Repairs & maintenance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	2,981	3,000	3,000	3,000	3,000	3,000
Supplies	700	700	700	700	700	700	700	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550
Travel, meals & entertainment	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Auto expense	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250
Other	2,186	4,050	3,690	4,600	4,920	4,650	4,600	4,600	4,600	1,600	4,600	4,600	4,600	3,481	4,600
Total Operating Expenses	159,311	160,245	154,955	159,672	145,161	162,505	148,612	149,112	151,112	148,061	152,848	151,580	155,968	148,461	154,580
Operating Income (EBITDA)	66,076	69,705	56,845	80,528	79,839	95,495	104,388	77,188	76,788	73,739	108,852	56,720	67,532	79,239	59,620

	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Owner's Adjustments to Arrive at EBITDA:															
Depreciation	13,769	13,769	13,769	13,769	13,769	13,769	13,769	14,190	14,190	14,190	14,190	14,190	14,190	14,190	14,190
Interest ¹	31,519	31,811	31,448	31,738	31,701	31,341	28,174	28,142	28,110	28,079	28,047	28,014	27,982	27,950	27,917
Amortization	5,167	5,167	5,167	5,167	1,925	1,925	10,651	10,651	10,651	10,651	10,651	10,651	10,651	10,651	10,651
Slot participation/splits	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974
Corporate management fees	12,000	24,000	30,000	24,000	3,000	-	-	-	-	-	-	-	-	-	-
Non-recurring fees ²	16,567	16,567	16,567	21,542	16,566	21,541	-	-	4,875	-	-	4,875	-	-	4,875
Excess Employee Benefits ³	3,200	3,200	3,200	3,200	3,200	3,200	3,627	3,627	3,627	3,627	3,627	3,627	3,627	3,627	3,627

¹All loan payments are based upon the Cash Collateral Motion through October 2013. In Nov 2013 loans restructured to 5.25% interest with 30 YR term and various amortization years included in these amounts.

² Bankruptcy legal fees & US Trustee Payments.

³ Employee meals.

Case 13-50844-btb

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Statement of Cash Receipts Disbursements
For the Months August 2013 Through July 2014

FORECAST	CTD Cumulative Case to Date 7/31/2013	MTD August 2013	CTD Cumulative Case to Date 8/31/2013	MTD September 2013	CTD Cumulative Case to Date 9/30/2013	MTD October 2013	CTD Cumulative Case to Date 10/31/2013	MTD November 2013	CTD Cumulative Case to Date 11/30/2013	MTD December 2013	CTD Cumulative Case to Date 12/31/2013	MTD January 2014	CTD Cumulative Case to Date 1/31/2014	MTD February 2014	CTD Cumulative Case to Date 2/28/2014	MTD March 2014	CTD Cumulative Case to Date 3/31/2014	MTD April 2014	CTD Cumulative Case to Date 4/30/2014	MTD May 2014	CTD Cumulative Case to Date 5/31/2014	MTD June 2014	CTD Cumulative Case to Date 6/30/2014	MTD July 2014	CTD Cumulative Case to Date 7/31/2014
Cash Receipts	1,300	900	2,200	500	2,700	500	2,200	500	2,700	500	2,200	500	2,700	500	2,200	500	2,700	500	2,200	500	2,700	500	2,200	500	2,700
Rent/Lease Collected	791,859	286,000	1,078,391	267,200	1,345,591	250,000	1,595,591	231,200	1,826,791	268,700	2,095,491	266,300	2,361,791	263,500	2,625,291	260,700	2,885,991	258,200	3,144,191	255,500	3,399,691	253,000	3,652,691	250,500	3,903,191
Cash Received from Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Received	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Borrowings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funds from Shareholders, Partners or Other Outlets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	791,859	286,000	1,078,391	267,200	1,345,591	250,000	1,595,591	231,200	1,826,791	268,700	2,095,491	266,300	2,361,791	263,500	2,625,291	260,700	2,885,991	258,200	3,144,191	255,500	3,399,691	253,000	3,652,691	250,500	3,903,191
Cash Disbursements	142,898	46,800	189,698	43,200	232,898	47,000	279,898	38,700	318,598	42,000	360,598	45,500	406,098	49,000	455,098	52,500	507,598	57,000	564,598	63,500	628,098	70,000	698,098	77,500	775,598
Payments for Inventory	38,827	14,641	53,468	14,000	67,468	15,500	82,968	10,000	92,968	12,000	104,968	13,500	118,468	15,000	133,468	16,500	150,968	18,000	168,968	19,500	188,468	21,000	209,468	22,500	231,968
Selling	30,328	1,000	31,328	1,000	32,328	1,000	33,328	1,000	34,328	1,000	35,328	1,000	36,328	1,000	37,328	1,000	38,328	1,000	39,328	1,000	40,328	1,000	41,328	1,000	42,328
Administrative & US Trustee	45,344	18,900	64,244	16,933	81,177	17,293	98,470	17,249	115,719	17,312	133,031	17,375	150,406	17,438	167,844	17,501	185,345	17,564	202,909	17,627	220,536	17,690	238,226	17,753	255,979
Capital Expenditures	77,050	31,798	108,848	31,700	140,548	31,341	171,889	28,374	200,263	28,110	228,373	27,853	256,226	27,596	283,822	27,339	311,161	27,082	338,243	26,825	365,068	26,568	391,636	26,311	417,947
Principal Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Paid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rent/Lease	11,443	1,183	12,626	1,029	13,655	1,033	14,688	1,038	15,726	1,043	16,769	1,048	17,812	1,053	18,855	1,058	19,898	1,063	20,941	1,068	21,984	1,073	23,027	1,078	24,070
Personal Property	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Real Property	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Amount Paid to	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Owner(s)/Officer(s)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Draws	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commissions/Realtor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expense Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Salaries/Commissions (less employee withholding)	31,729	13,300	45,029	12,000	57,029	15,000	72,029	15,000	87,029	15,000	102,029	15,000	117,029	15,000	132,029	15,000	147,029	15,000	162,029	15,000	177,029	15,000	192,029	15,000	207,029
Employer Payroll Taxes	51,621	2,000	53,621	5,000	58,621	5,000	63,621	7,000	70,621	7,000	77,621	9,000	86,621	11,000	97,621	13,000	110,621	15,000	125,621	17,000	142,621	19,000	161,621	21,000	182,621
Real Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gaming/Sales Taxes	75,281	10,300	85,581	10,300	95,881	10,300	106,181	10,300	116,481	10,300	126,781	10,300	137,081	10,300	147,381	10,300	157,681	10,300	167,981	10,300	178,281	10,300	188,581	10,300	198,881
Other Cash Outflows	26,015	7,400	33,415	13,675	47,090	7,700	54,790	37,973	92,763	15,912	68,675	9,779	78,454	13,615	92,069	17,480	109,549	21,340	130,889	25,190	156,079	29,040	185,119	32,890	218,009
Other Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	806,648	269,040	1,075,688	248,653	1,324,341	274,884	1,599,225	146,773	1,745,998	241,603	1,987,601	238,783	2,226,384	215,868	2,442,252	204,913	2,647,165	233,864	2,881,029	222,864	3,103,893	201,864	3,305,757	190,864	3,496,621
Net Increase/Decrease in Cash	(13,051)	(83,040)	(94,297)	(81,453)	(178,750)	(124,884)	(303,627)	(115,573)	(419,207)	(72,903)	(492,110)	(72,483)	(664,593)	(52,368)	(816,961)	(44,213)	(1,062,174)	(38,664)	(1,317,038)	(33,364)	(1,571,502)	(28,500)	(1,826,002)	(23,640)	(2,052,640)
Cash Balance, Beginning of Period	106,079	2,613	107,692	19,523	127,215	34,847	162,062	68,853	230,905	115,845	346,750	178,417	494,867	256,485	751,352	397,172	1,148,524	514,860	1,663,384	381,500	2,044,884	153,000	2,197,884	91,400	2,289,284
Cash Balance, End of Period	93,028	(79,427)	13,395	(61,930)	(47,675)	(12,828)	(295,563)	(146,720)	(616,712)	(206,758)	(862,862)	(279,241)	(1,357,415)	(331,609)	(1,164,367)	(275,876)	(1,606,538)	(214,512)	(1,923,576)	(247,876)	(2,171,402)	(276,300)	(2,447,702)	(309,900)	(2,757,602)